

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 06-300

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

REDEVELOPMENT PROJECT FOR 48th & "O" STREET

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, November 8, 2006 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**REDEVELOPMENT PROJECT
FOR
48TH AND "O" STREET
Specification 06-300**

1. INTENT

- 1.1 The City of Lincoln, Urban Development Department, is seeking proposals from qualified developers/firms for a proposed private redevelopment project in the area known as 48th and "O" Streets.
- 1.2 The project is generally bounded by R Street on the north, 48th Street on the west, 50th Street on the east, and O Street on the south (see Attachment A).
- 1.3 The area contains approximately 16 acres.
- 1.4 Proposals will be accepted for all or a portion of the project area.
- 1.5 The successful developer/firm will be selected on the basis of criteria and include qualifications, experience, financial capability, and conformance with *The 48th and "O" Street Redevelopment Plan*, adopted by the Lincoln City Council on January 24, 2005.
 - 1.51 A copy of this RFP and the *Plan* is available for review at the following web address:
<http://www.lincoln.ne.gov/city/finance/purch/spec/2006/page6.htm>
go to Spec. 06-300.

2. SITE

- 2.1. See Attachment A for the project location.
- 2.2 The site is currently primarily zoned H-2, Highway Business District.
- 2.3 The property may need to be re-zoned, re-platted and a plan approval process would then be necessary.
- 2.4 The recent roadway project in the area constructed drives to serve existing businesses.
 - 2.4.1 With redevelopment of the area, access to the project site from north 48th Street will be as shown in Attachment B.
 - 2.4.2 This will require driveway closures, driveway reconstruction, and dedication of public access easements to neighboring properties by the redevelopment project.
 - 2.4.3 The driveways shown on the north and south ends of 48th Street could be moved less than 100 feet either direction to accommodate a developer's site plan.
 - 2.4.4 Other than the new traffic signal on 48th Street, all access is right-in, right-out, only.
- 2.5 All questions pertaining to the O Street widening or regarding concept reports for this RFP must be submitted in writing to:
Vince M. Mejer
440 South 8th, Suite 200
Lincoln, NE 68508
vmejer@lincoln.ne.
 - 2.5.1 All questions will be answered in the form of addenda and in a question and answer format.
- 2.6 No vehicular access will be permitted on the north side of O Street between 48th and 50th.
 - 2.6.1 Medians will restrict access until 50th Street, where turns permitted at 50th will include right in, right out, and left in.
 - 2.6.2 No left out movements will be permitted, however, u-turns will be allowed along this stretch of O Street.
- 2.7. A separate, but related, stormwater project is also in the area.
 - 2.7.1 There are two parts to the project.
 - 2.7.1.1 An overland flow path will be created from 52nd Street west, to the open channel along what would be "Q" Street if it were platted in this area.
 - 2.7.1.2 The overland flow path will be constructed as a grass swale.

- 2.7.1.3 Currently there is not an overland flow path and water flows through the Credit Union and Doane College properties to reach the open channel.
- 2.7.2.4 Water will still pond in 52nd Street until it reaches enough depth to flow into the new swale.
- 2.7.2 The flooding at 50th and "R" Street cannot be eliminated without flooding properties farther downstream.
 - 2.7.2.1 This project will install a flood warning signal system and an additional overflow pipe.
 - 2.7.2.2 The flood warning signal will turn on when flooding in "R" Street reaches a predefined elevation, activating signage warning drivers not to enter due to a flooded road ahead.
 - 2.7.2.3 The additional overflow pipe will decrease the length of time the roadway is flooded.
- 2.8 50th Street will be extended to R Street, through an assessment district.
 - 2.8.1 50th Street is currently under design; therefore, no concept plan is currently available.
 - 2.8.2 If the preliminary plan is completed during the bidding period, an addenda will be issued.
- 2.9 For information about the storm water concept report, or any other items contact Vince Mejer, Purchasing Agent, in writing.

3. **PROJECT OBJECTIVES**

- 3.1 The goal of this redevelopment project is to revitalize this blighted area in conformance with *The 48th and "O" Street Redevelopment Plan*, which is available to review on-line at: <http://www.lincoln.ne.gov/city/urban/Reports/48OFinal.pdf>
- 3.2 The City anticipates that this project will be a significant improvement to the site that will contribute to the revitalization of the area as well as the O Street and 48th Street corridors.
- 3.3 The building(s) should revitalize the area and character of this prominent location in the city through careful design, scale, color, and other materials with attention given to architectural consistency with the new development on the south side of 48th & O, and the new HyVee east of 50th Street, including the public space at 50th Street.
- 3.4 Elements of this project could include:
 - 3.4.1 A mix of urban uses, including new commercial retail or office services at street level, and potentially office development above possessing an urban, rather than suburban, character.
 - 3.4.2 Urban commercial development oriented to 48th and O Streets
 - 3.4.3 Potentially a main street character on the interior of the site.
 - 3.4.4 Parking lining 48th and O Streets should be avoided.
 - 3.4.5 Internal ease of pedestrian movement and internal vehicular circulation.
 - 3.4.6 A safe and positive environment for pedestrian movement by using pedestrian scale lighting and graphics; using public security design features including lighting and open spaces with a high degree of street visibility; including public amenities such as plazas, squares and other types of facilities or meeting areas for pedestrians.

4. **DEVELOPMENT PROCESS**

- 4.1 The City's role in this redevelopment project is that of a catalyst and coordinator.
- 4.2 The public responsibility involves provisions of the site, coordination, continuation of public improvement activities and monitoring development.
 - 4.2.1 However, the City will **not** exercise the use of eminent domain. All property acquisition must be voluntary.
- 4.3 The City recognizes current conditions that necessitate action in the public interest and the commitment of public resources evidenced, in part, by the adoption of *The 48th and "O" Street Redevelopment Plan* by the Lincoln City Council on January 24, 2005.
 - 4.3.1 These include public improvements and disposition or lease of the land in a manner that will ensure optimal redevelopment for the area.
 - 4.3.2 City owned property, shown in Attachment C, will be sold for a minimum of \$25.00 per square foot.

- 4.4 The City is responsible to ensure that all necessary actions are undertaken in a timely, orderly and mutually supportive fashion, within the context of the *Redevelopment Plan* and all subsequent and related guidelines, agreements and ordinances.
- 4.5 The City will consider land purchase, the use of Tax Increment Financing for public improvements, and/or other types of assistance.
- 4.6 The City reserves the right to accept or reject any or all proposals.
- 4.7 The City Public Works and Utilities, Parks & Recreation, and Planning Departments will review all site plans for this project.

5. PROPOSAL CONTENTS

- 5.1 Statement of development concept, including proposed facilities, buildings, costs, etc., and location, i.e., all or a portion of the project area.
- 5.2 Statement of respondents experience and data on any recent similar development.
- 5.3 Statement describing and listing the development team, owner, partners, and including, name, business address, phone number, and description of roles and responsibilities on this project.
- 5.4 Site plan, preliminary and schematic design drawings of the project including elevations, typical floor plan, landscaping, internal streets, pedestrian ways and open space.
- 5.5 Pro Forma on proposed development, including land costs, operating costs and income, debt, and equity.
- 5.6 Information on the proposed site and area improvements, detailing proposed public/private costs.
- 5.7 Timeline of project to include, schedule of estimated start of site preparation, start of construction, completion of construction, and proposed opening date.
- 5.8 Source of equity and debt financing.
- 5.9 Specific expectations of all City participation.
- 5.10 Submit nine (9) copies of the proposal on or before the specified date.

6. SPECIFIC PROVISIONS TO BE INCLUDED IN A CONTRACT

- 6.1 The purchase of the land will be for the purpose of redevelopment as described in this Request for Proposals and not for speculation.
- 6.2 The land price will be negotiated between the City and the successful proposer through the redevelopment agreement process; however, the existing City owned property shown in Attachment C will be sold for no less than \$25.00 per square foot.
- 6.3 The land will be built upon and improved in conformity with the objectives and provisions in *The 48th and O Street Redevelopment Plan*, and this Request for Proposals.
- 6.4 All exterior improvements, including site plan, building materials and landscaping are subject to prior approval by the City.
- 6.4 Construction will commence and be completed within an agreed period of time, which will be discussed and stated in the Redevelopment Agreement.

7. SUBMISSION AND REVIEW PROCESS

- 7.1 Proposals must be submitted to the City of Lincoln, Purchasing Agent, 440 South 8th Street, Suite 200, Lincoln, NE 68502, on or before the date and time specified.
- 7.2 The review of the proposals shall be conducted by the Director of Urban Development and staff and a Selection Committee appointed by Executive Order by the Mayor of the City of Lincoln.
- 7.3 Submitters may be required to make a presentation to the Director of Urban Development and the Selection Committee.
- 7.4 The findings and recommendations of the Director of Urban Development shall be approved by the Mayor.
- 7.5 All who submit a proposal will be notified of the results of the evaluation of their proposals.
- 7.6 Upon notification of selection, the successful proposer will be expected to execute a Redevelopment Agreement with the City of Lincoln, prepared by the City Law Department.
 - 7.6.1 This agreement shall cover all matters pertaining to the parcel being sold.
 - 7.6.2 Following the approval by the City Council, the Redevelopment Agreement shall be executed and the redevelopment shall proceed in accordance with its terms.

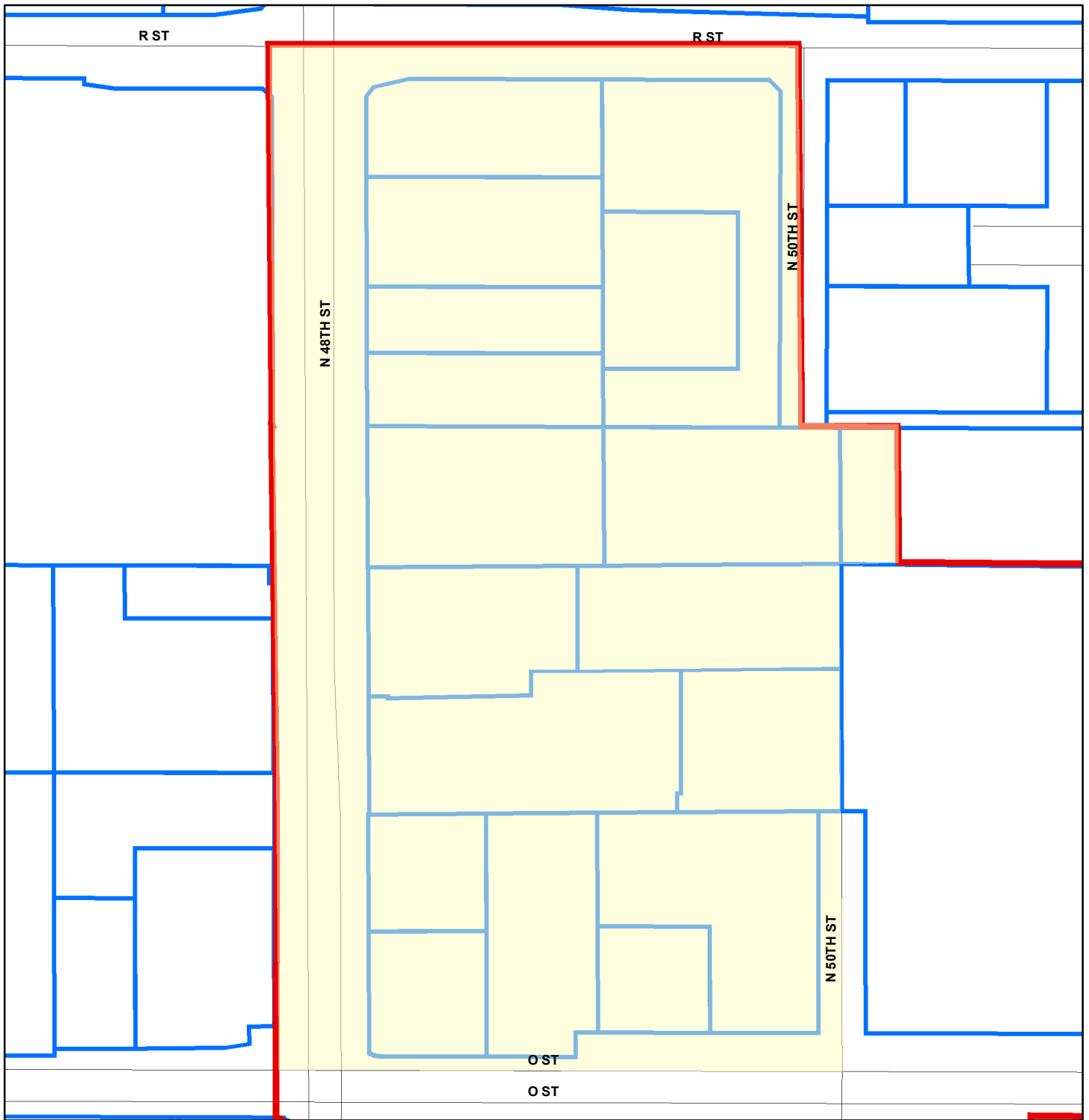
- 7.7 The City reserves the right to hold each proposal for a period of sixty (60) days from the due date, for the purpose of review and confirmation of qualifications and financial capabilities of the respondents.
- 7.8 The City of Lincoln further reserves the right to accept or reject any or all proposals received.
- 7.9 The selected proposal, is selected in concept only.
 - 7.9.1 Details are to be negotiated through the redevelopment agreement process with the Urban Development Department and the City Law Department.

8. SELECTION CRITERIA

- 8.1 Redevelopment Proposal
 - 8.1.1 The City will evaluate the extent to which prospective developers propose to redevelop the land for uses in accordance with the objectives and Guiding Development Principles of *The 48th and "O" Street Redevelopment Plan*, and the terms of the Request for Proposals, including its design guidelines.
- 8.2 Legal and Financial Ability
 - 8.2.1 Prospective developers will be required to show legal and financial ability to carry out the scope of their proposal.
 - 8.2.2 Developers will be required to specify the form of entity that will take title to the land contained in their proposal, execute the construction work and market and/or operate the completed facilities.
- 8.3 Implementation Ability
 - 8.3.1 Prospective developers will be required to demonstrate the experience, qualifications, and ability to complete projects of the scope and complexity of their proposal, and to demonstrate the ability to operate the project.
- 8.4 Design
 - 8.4.1 The City will evaluate the extent to which the proposals involve structures of high quality, including design, and that are consistent with the design objectives and standards contained in the *Redevelopment Plan* and in this Request for Proposals.
 - 8.4.2 Specific areas of project evaluation will include but not be limited to:
 - 8.4.2.1 Respect for the aesthetic values of the area through high design standards and site design.
 - 8.4.2.2 The integration of the development with existing surroundings.
 - 8.4.2.3 A mixed use of urban uses.
 - 8.4.2.4 Pedestrian and vehicular movement internal to the site.
 - 8.4.2.5 Appropriateness of proposed use(s).

9. ATTACHMENTS

- 9.1 Attachment A, 48th and "O" Street Redevelopment Area
- 9.2 Attachment B, 48th & O Street Improvements
- 9.3 Attachment C, City Owned Property Within the Project Area



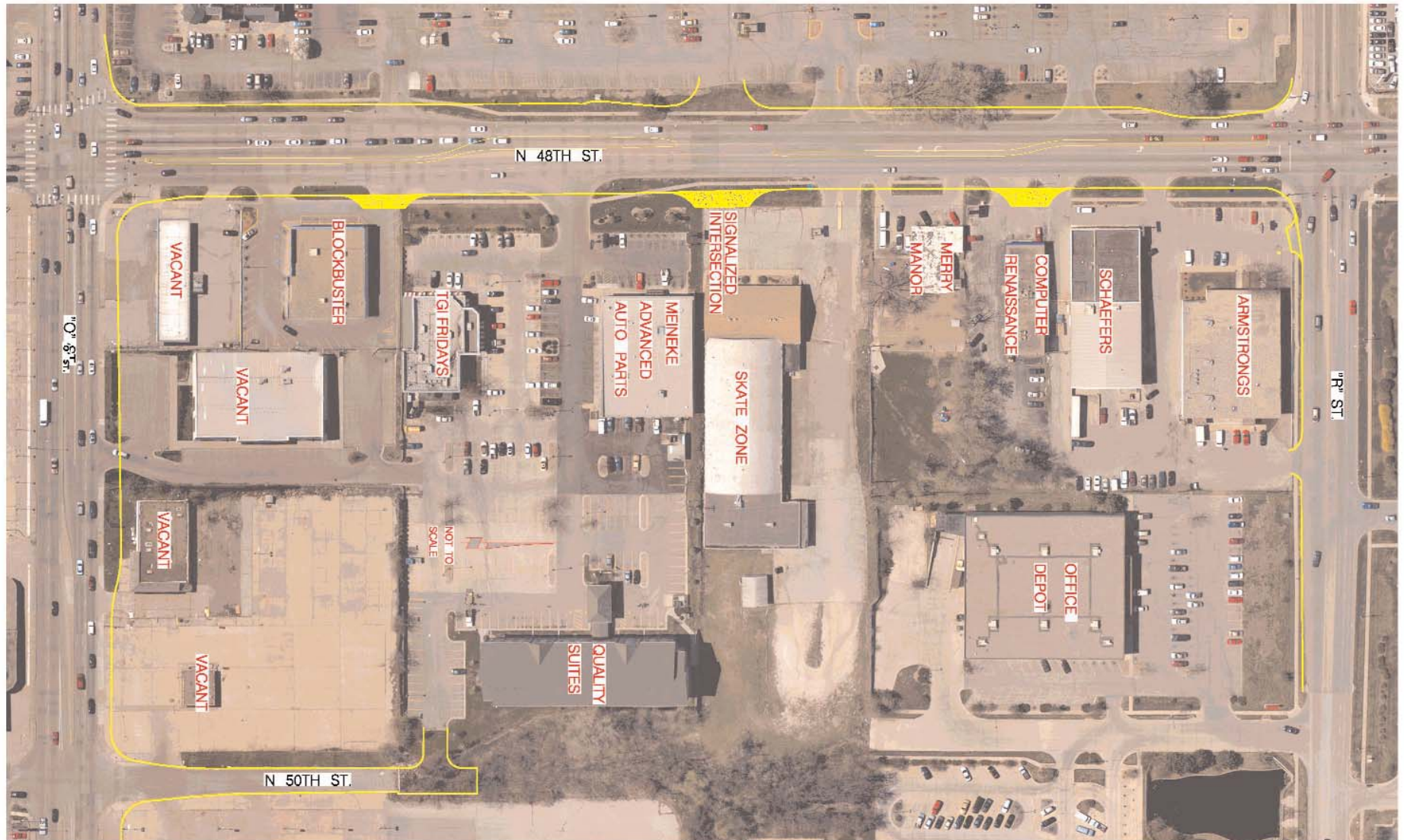
Attachment A: 48th & O Streets Redevelopment Project Boundary

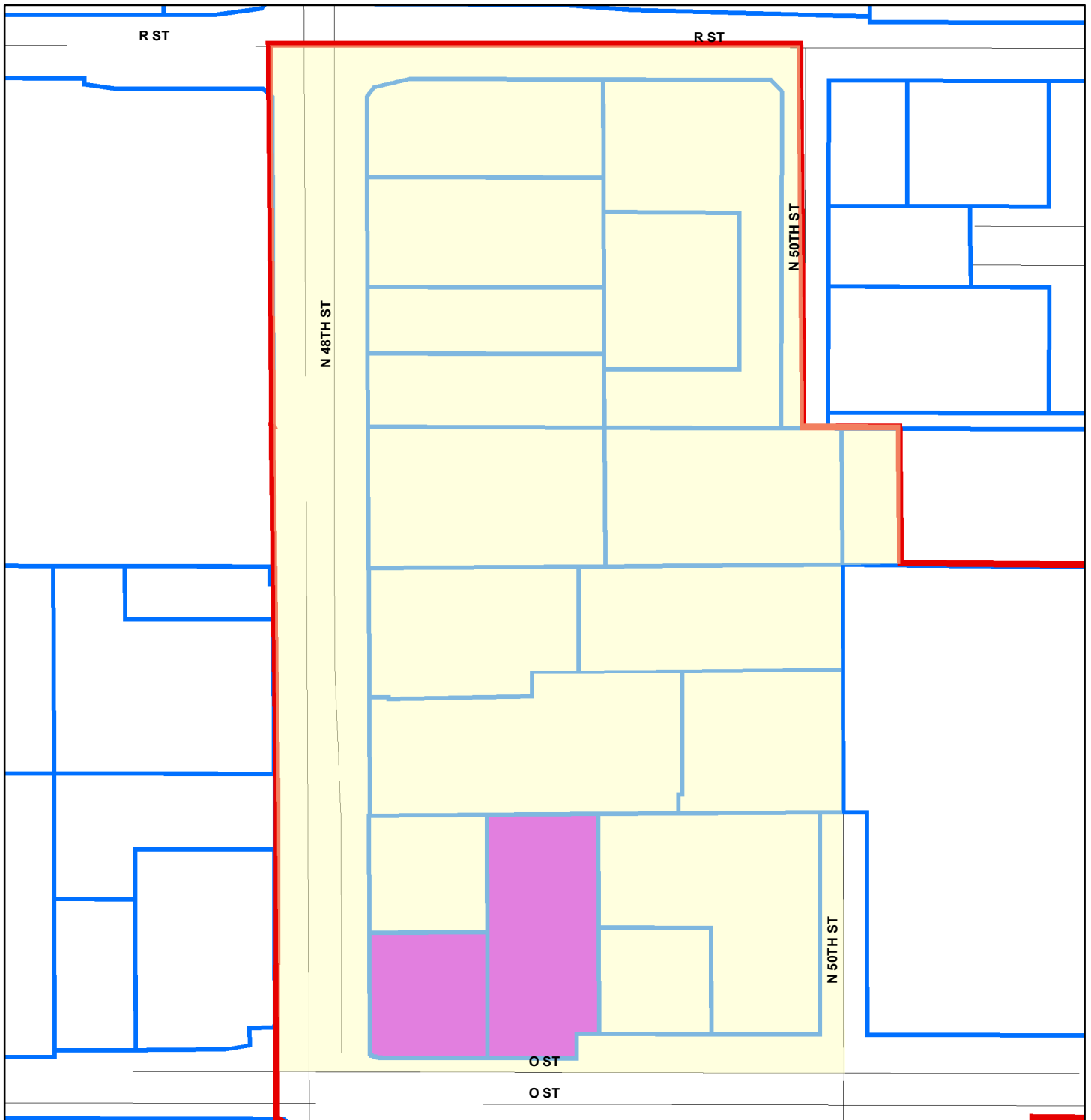


City of Lincoln
Urban Development GIS
9/26/2006

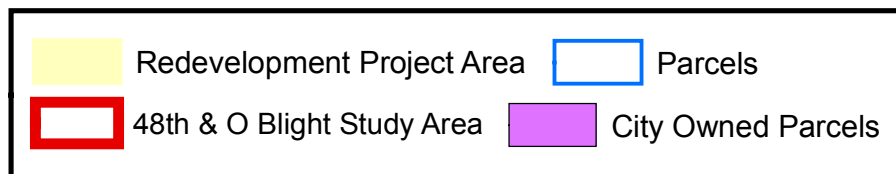
Attachment B

48th & O Street Improvements





Attachment C: City Owned Property within the Project Area



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